Sectt. II-37—45,000—15-11-37

P W (193 7) Department

Res SERIES.

G.O. No. 716

DATED 23 - 3 '39

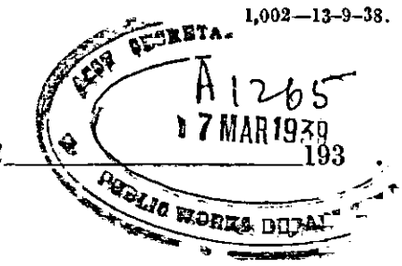
M

[Despatch Abstract.]

Ports - Mangalore - South Reclamation area - Lease of land to Messrs.Pearce Leslie & Co., Ltd., Draft agreement - Approved.

1,002—13-9-38.

*Received*_____193 *Registered*_____193



Subject.

Ports - Mangalore - South Reclamation area - Lease of land to the Standard Vacuum Oil Company.-

ENCLOSURES
No. 1 draft agreement.
Spare copies_____

No 577 G.Q/39. *Madras, dated* 16th March, 193 9

From (Name) Commander G.M. Osborne-Smith, R.I.N.,

Presidency Port Officer, Madras,

To The Secretary to the Government of Madras,

Public Works (Marine) Department.

Sir,

(F)

Government Order No.Ms.1850 Public Works Department dated 13-9-1937.

With reference to paragraph 3 of the above Government Order, I have the honour to forward herewith, for the approval of Government, a draft agreement to be executed in respect of the above lease.

I have the honour to be,

Sir,

Your most obedient servant,

W. L. Ruffle 15/3

for Presidency Port Officer.

MSD.

(ORIGINAL ON RS.9/-STAMP PAPER)

THIS INDENTURE made the Twentieth day of December One thousand nine hundred and thirty-eight between His Excellency THE GOVERNOR OF MADRAS (hereinafter referred to as 'lessor' which expression where the context admits shall include his successors in office and assigns) of the one part and the Standard-Vacuum Oil Company, a Corporation organised and existing under and by virtue of the laws of the State of Delaware in the United States of America and having its principal place of business at 100 West Tenth Street, City of Wilmington, County of Newcastle in the State of Delaware and an office at 26 Broadway in the City County and State of New York and having its principal office in India at 6 Church Lane, Calcutta, and a branch office at Madras (hereinafter referred to as 'the lessee' which - - expression where the context admits shall include their heirs, executors, administrators and legal representatives) of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate within the limits of the Port of Mangalore in the Province of Madras and being more particularly described in the schedule hereunder written and delineated in the plan or sketch hereunto annexed for the purpose of using as a safety distance or open ground under the Indian Petroleum Rules 1937 TO HAVE AND TO HOLD the said piece or parcel of land for a period of Thirty-four years, four months and six days commencing from the First day of January 1939, subject to determination as is hereinafter provided yielding and paying therefor yearly in advance into the Government Treasury at Mangalore during the said period on or before the fifth day of January in each year the rent of Rs.132/-calculated at Rs.6/- (Rupees six) per annum or part thereof per 100 sq.ft. or part thereof the first of such yearly payments having been made on the 27th day of January 1939.

STANDARD-VACUUM OIL COMPANY,

2. The lessee covenants with the lessor as follows;--

(1) TO PAY the rent at the time and in the manner aforesaid.

(2) TO PAY all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by lessor or by lessee in respect of or charged upon the demised premises.

(3) NOT TO SUB the demised premises except for the purposes of using it as an open ground for safety distance under the Indian Petroleum Rules 1937.

(4) TO KEEP the demised premises in a clean and sanitary condition.

(5) TO PERMIT the lessor and/or his agents and servants with or without workmen or others at all reasonable times to enter upon the demised premises to view the condition thereof and upon notice in that behalf given by the lessor or his agents to put the demised premises in a good state of repair and/or sanitary condition in accordance with such notice.

(6) NOT TO ASSIGN or underlet or part with the possession of the demised premises or any part thereof.

(7) TO YIELD UP the demised premises on the determination of this tenancy by efflux of time or prior thereto in accordance with the provisions herein contained.

3. The lessor hereby covenants with the lessee that except as hereinafter provided the lessee paying the rent hereby reserved and observing and performing the several covenants herein contained and on the lessee's part to be performed and observed may during the term hereby created peaceably and quietly hold and enjoy the demised premises without any - - interruption by the lessor or any person rightfully claiming under or in trust for the lessor.

STANDARD-VACUUM OIL COMPANY,

Attorney.

4. PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the parties hereto as follows:--

(a) That in case the rent hereby reserved or any part thereof shall be in arrear or unpaid for the space of one calendar month next after becoming payable (whether the same shall have been formally demanded or not) or if the lessee shall fail or neglect to observe or perform any of the covenants and agreements contained in these presents and on the part of the lessee to be observed and performed it shall be lawful for the lessor or any officer of the lessor authorised by the Provincial Government and although advantage may not have been taken of some previous default of the like nature to give six calender months previous notice in writing of the intention to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause or thing herein contained shall become null and void and thereafter it shall be lawful for the lessor or for any officer of the lessor duly authorised thereunto to re-enter into and upon the said premises or any part thereof in the name of the whole. In the event of the determination of the lease in accordance with this provision the lessee shall not be entitled to any compensation in respect thereof.

(b) That if and whenever the Provincial Government shall require the demised premises for a public purpose (the decision of the Presidency Port Officer, Madras, as to the same being final) it shall be lawful for the lessor or for any officer of the lessor authorised by the Provincial Government in this behalf to give six calendar months previous notice in writing of the intention to terminate the lease and on the expiry of the period fixed in such notice the present demise and every clause or thing herein contained shall become null and void.

IN WITNESS whereof
The Collector of South Kanara acting for and on behalf of and under the order and direction of His Excellency the Governor of Madras and Marion Henry Banks, duly constituted Attorney of the lessee, have hereunto set their hands and seals.

THE SCHEDULE ABOVE REFERRED TO.

All that piece of parcel of land known as South reclamation plot No.1 in the sketch, situate within the Port limits of Mangalore, in the Registration Sub-District of Mangalore in the Registration District of South Kanara and bounded on the

North by a road constructed by the Port Department.

East Standard-Vacuum Oil Company's Godown, Sheds and Oil tanks on land leased in G.O.No.1256 Mis. Revenue dated 16-8-1924.

South by a road constructed by the Port Department

STANDARD- VACUUM OIL COMPANY,

Attorney.

and West by reclaimed vacant land,

and containing on the whole by admeasurement 110 ft. North and South by 20 feet East and West or 2200 square feet or thereabouts.

SIGNED, SEALED AND DELIVERED BY THE ABOVE-NAMED IN THE PRESENCE OF;

STANDARD-VACUUM OIL COMPANY,

SIGNED, SEALED AND DELIVERED BY THE ABOVE-NAMED MARION HENRY BANKS IN THE PRESENCE OF;

Attorney.

C.F. 16.

23/23/3 Date. Initials.

DRAFT FOR APPROVAL.

P.W (Mar)

SUBJECT :— Ports. Mangalore - South Reclamation and Lease of land to Messrs Peirce Leslie & Co Ltd Draft agreement - Approved.

When received for fair copying ..		
When copied ..		
When examined ..		
When signed ..		
When despatched.		

READ AGAIN Go No. 1850 P.W (Mar) dated 13. 9.

" " " " 19

READ ALSO :—

No. 1265 A/39 From the P. P.O, No. 5778/39, dated 16.3.1939.

" " " " " " 19.

" " " " " " 19.

Order ~~Resolution~~ Mis. ~~Rjut.~~ No. 710, dated 23-3-1939.

Re draft agreement in respect of the lease of a plot of land measuring 110 ft by 20 ft in Re South Reclamation area of Re port of Mangalore to Messrs Peirce Leslie & Co Ltd., Agents, Re Standard Vacuum Oil Co. Ltd Mangalore, is approved with the remark that the words "for Re purpose of using it" between Re words "occupy" and Re expression "as an open ground" in condition (3) in clause 2 of Re draft agreement may be omitted.

To Re P. P.O. ✓ P 347

DS(W) 24/3

Note: Re words Cultivate seem to be superfluous

21.3.39

21/3

28/3

21/3